

Termination Rights - Seller. In the event of a Buyer Default, Seller may terminate this Contract by providing written notice to Buyer.

Section 10.04

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Section 10.05

Effect of Termination. Termination of this Contract shall not relieve any party of any liability accrued or for any breach hereunder, nor affect the continued operation or enforcement of any provision of this Contract which by its terms is to survive termination. Nothing herein shall prevent any party from seeking specific performance or damages for breach in respect of any right or obligation contained in this Contract.

Section 10.06

Remedies. In the event that Seller delivers hogs that fail to conform to the requirements of this Contract, then Buyer may, in addition to all other remedies available to Buyer, either reject or accept any non-conforming hogs. In the event that Buyer elects to accept non-conforming hogs, the price to be paid by Buyer to Seller for the non-conforming hogs shall be the cash price, as offered by Buyer at the plant of delivery, for similar hogs, on the day of delivery of such non-conforming hogs, subject to any applicable discounts under the then current discount program of Buyer's plant. In the event that Buyer pays the Contract price for any non-conforming hogs, Buyer, at its option, may deduct any overpayment against current and future amounts owed by Buyer to Seller under this Contract. Buyer shall also have the right to offset against current and future amounts owed to Seller under this Contract any and all damages sustained by Buyer as a result of Seller's breach of this Contract, including without limitation Seller's failure to deliver the quantity of hogs required under this Contract. In the event that Buyer has reasonable grounds to believe that Seller's ability to perform under this Contract is impaired then Buyer may in writing demand from Seller adequate assurance of due performance, and Buyer may suspend its performance under this Contract, if commercially reasonable to do so, until such adequate assurance is provided by Seller. If Seller fails to provide such adequate assurance within a reasonable time, not to exceed 30 days, then Buyer may terminate this Contract. The rights and remedies set forth in this Article 10 are non-exclusive and shall be in addition to any other rights or remedies that may be available to Buyer at law or in equity.

ARTICLE 11 - FORCE MAJEURE

Section 11.01